# CONTRACT

between

# SOLIDARITY CENTER

and

# WASHINGTON-BALTIMORE NEWSPAPER GUILD

September 26, 2013 through September 25, 2016

# Table of Contents

PREAMBLE....3
ARTICLE 1 - COVERAGE....3
ARTICLE 2 - UNION SECURITY....3
ARTICLE 3 – SENIORITY....4
ARTICLE 4 - JOB SECURITY....5
ARTICLE 5 - FILLING OF VACANCIES....7
ARTICLE 6 – LAYOFF....9
ARTICLE 7 - GRIEVANCE PROCEDURE....11
ARTICLE 8 – HOURS....12
ARTICLE 9 - CLASSIFICATION AND SALARY SCHEDULE....13
ARTICLE 10 - VACATIONS....14
ARTICLE 11 - HOLIDAYS....16
ARTICLE 12 - GROUP INSURANCE AND RETIREMENT....16
ARTICLE 13 - SICK LEAVE....17
ARTICLE 14 – LEAVES....19
ARTICLE 15 – TRANSFERS....20
ARTICLE 16 – MISCELLANEOUS....22
ARTICLE 17 – EDUCATION....24
ARTICLE 18 – EXPENSES, TRANSPORTATION, AND ALLOWANCES....25
ARTICLE 19 – GRANTS AND GOVERNMENT REGULATIONS....27
ARTICLE 20 - CONSULTANTS, CONTRACT EMPLOYEES AND TDYS....27
ARTICLE 21 - NO DISCRIMINATION....31
ARTICLE 22 - RESPECT AND DIGNITY....31
ARTICLE 23 – PROGRAMS IMPLEMENTED IN THE FIELD....31
ARTICLE 24 – FIELD TECHNICAL ASSISTANCE SPECIALIST (FTAS)....32
ARTICLE 25 - GUILD REPRESENTATION ON SC BOARD OF TRUSTEES....33
ARTICLE 26 - HOST COUNTRY INCOME TAXES....33
ARTICLE 27 - PRIVACY AND ELECTRONIC SYSTEMS....34
ARTICLE 28 - DURATION AND RENEWAL....34
APPENDIX A....35
APPENDIX B....35
SIDE LETTER # 1....36

## PREAMBLE

This Agreement is made effective this the twenty seventh day of September, 2013, between the Solidarity Center (hereinafter referred to as "Employer" or "Solidarity Center"), and the Washington-Baltimore Newspaper Guild chartered by The Newspaper Guild-Communications Workers of America as Local #32035, (hereinafter referred to as "Union" or "Guild") for itself and then on behalf of all the employees described in Article 1.

## ARTICLE 1 - COVERAGE

1. The Employer recognizes the Union as the exclusive bargaining agent for all U.S. expatriate personnel (U.S. citizens and U.S. residents hired by Solidarity Center headquarters and third country nationals hired by Solidarity Center for an overseas assignment on behalf of the Employer who establish a domicile in a foreign country for the duration of the assignment, who perform the kind of work normally performed within the bargaining unit, except supervisors as defined, by analogy, by the National Labor Relations Act.

2. Employees covered by this Agreement may have lead person responsibilities, as defined, by analogy, under the National Labor Relations Act, but shall not have the authority to exercise supervisory duties as defined, by analogy, by the National Labor Relations Act.

3. Management and non-bargaining unit employees shall not perform bargaining unit work except to the extent historically performed or as permitted by the terms of the Agreement.

## ARTICLE 2 - UNION SECURITY

1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Guild. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Guild.

2. The Guild agrees that it will admit to and retain in membership any such employee subject to the provisions of the Constitution of the Newspaper Guild-CWA and the by-laws of the Washington-Baltimore Newspaper Guild.

3. The Employer shall, in compliance with all applicable law, deduct from each bi-weekly salary payment of each employee, and shall pay to the Guild not later than the

tenth (10th) day of the following month, all dues and assessments levied by the Guild for the current month.

4. The Employer agrees to supply the Guild upon request with a salary list of all employees covered by the Guild bargaining unit, showing name, address, sex, minority group when known, date of birth, date of hiring, job title, pay grade, and pay step. The Employer further agrees to supply to the Guild upon request with a list of the employees in the unit who are added to and deleted from the payroll and any changes in the job classifications or salaries.

5. There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by this Agreement. Regional Shop Stewards and the Unit Chair and Vice-Chair shall be granted reasonable work time with pay to administer the contract so long as such work does not interfere with implementation or management of the grant(s). All work time spent on Guild business shall be recorded on the steward's time sheet under "administration" (ICR). Regional Shop Stewards and the Unit Chair and Vice-Chair shall be granted reasonable use of telephone, email, fax, or any other communication facilities of the Solidarity Center in respect to the field offices so long as such use is in accordance with Appendix A.

6. Subject to work needs and availability of space, Guild meetings may be held and attended during working hours on the Employer's premises in field offices and at headquarters, provided such meetings are reasonable in frequency and duration. The Guild will give the Employer reasonable notice of such meetings.

7. The Employer shall provide for payroll deductions for COPE on behalf of employees who authorize such deductions in writing.

8. The Employer shall provide information in response to reasonable requests from the Guild.

## ARTICLE 3 – SENIORITY

1. When seniority is referred to in this Agreement, it shall include all continuous service with the Solidarity Center or any of the former Institutes.

2. The parties recognize the importance of seniority.

3. The continuous nature of an employee's seniority shall not be broken by reason of layoff, vacation, approved leave of absence, sickness, injury, industrial injury, temporary duty assignment (TDY), as otherwise agreed between the parties, or as specified by the Agreement.

4. For the purposes of salary, bidding on vacancies and vacation accrual rate, Union members who return to the Solidarity Center after a break in service shall be credited with the seniority they had when they left the Solidarity Center. They will not be

credited with any seniority for the period of the break in service. The employee will be placed at the salary level of the position into which he or she returns, with seniority credit for step placement only.

## ARTICLE 4 - JOB SECURITY

1. The Employer shall have the unlimited right to discharge a new employee who has not completed a probationary period of six (6) months. This provision does not apply to transfers or to new assignments at an equal or lower pay grade within the bargaining unit. In the case of a transfer or new assignment of a PO-IV from the OPEIU Unit, the probation period shall be three (3) months.

2. Employees who have completed their probationary period shall not be subject to discipline or discharge except for just cause. Except in cases of serious misconduct, the Solidarity Center follows principles of progressive discipline.

3. The Guild and the Unit Chair shall be notified in writing, simultaneously with the employee, of any suspension or discharge. An employee has the right to request the presence of a Union representative in any discussion with Management that the employee reasonably believes may lead to disciplinary action.

4. An employee who is suspended in the field shall not be deprived of current employer-provided housing, health care, education benefits, or reasonable access to vehicles and communications equipment for a period of ninety (90) days, to the extent permitted by grant requirements. The Guild and the Employer will consult on any extension beyond this period.

5. Termination

(a) If the employer terminates an employee for any reason after the employee is posted abroad or if an employee voluntarily resigns after completing at least eighteen (18) months overseas, the employer shall repatriate the employee and his/her dependents to their home of record in accordance with Solidarity Center policies provided that the employee and the dependents return to their home of record by the reasonable date determined by the employer. Such employee shall remain on the payroll for any debriefing period required by the employer. If the employee wishes to relocate to a location other than the home of record, the employer shall pay for the cost of relocation not to exceed the cost of repatriation to the home of record. If instead, the employee prefers to defer repatriation to the home of record or relocation, the employer shall repatriate or relocate the employee and dependents and ship household effects up to one (1) year after termination unless the end date of the grant requires earlier repatriation or relocation and shipment of household effects.

(b) If an employee fails to leave his/her overseas post by the date determined by the Employer, the employee shall be removed from payroll.

(c) If an employee fails to report as scheduled for debriefing, he/she shall be removed from payroll.

(d) If for any reason an employee voluntarily resigns before completing at least eighteen (18) months overseas, the employee will bear the cost of return transportation for unaccompanied baggage, household effects and personal property.

6. Employees who resign (except in lieu of discharge) or are laid off shall retain access to their Solidarity Center e-mail accounts for one (1) month following the date of separation.

7. The Employer and the Guild shall work together to ensure that job descriptions accurately describe the jobs.

8. Workload, staffing levels and personal and family stress shall be discussed in the Labor-Management Committee.

9. Personnel File

(a) The Employer agrees to remove from each employee's personnel file warning notices or disciplinary entries for which there has been no reoccurrence for one (1) year. Any notice or entry so removed shall not be used as the basis for any future discipline and shall not be utilized against the employee at any grievance or arbitration proceeding.

(b) An employee and the Guild with the employee's permission shall have the right to review the employee's file at a mutually convenient time and, upon request, shall be provided copies of all material in the employee's file.

(c) An employee shall have the right to file an answer to any material submitted for inclusion in the employee's file and such answer shall be attached to the file copy.

10. If a Guild member's post is expected or scheduled to end within six (6) months, such member shall be eligible to bid on any posted positions and his/her application(s) shall receive full consideration in accordance with Article 5. Subject to financial, contractual and programmatic considerations:

(a) If the qualifications and experience of two (2) applicants are relatively equal, preference will be given to the employee whose post is ending.

(b) If both applicants' posts will be ending within six (6) months, seniority within job classification will determine the placement.

(c) In the event that no other member applies for the position(s), the employee whose post is expected or scheduled to end within six (6) months shall be selected for and offered the assignment(s) in accordance with Article 5.

11. First time programmatic assignments will be communicated to Country Program Directors by the Regional Program Director or the Executive Director or designee. Programmatic work assignments from outside the Solidarity Center not authorized by a Regional Program Director or the Executive Director or designee are not subject to disciplinary procedures.

## ARTICLE 5 - FILLING OF VACANCIES

1. The Guild shall be notified of all vacancies covered by this Agreement. The term "vacancy" includes an opening in an existing position under this Agreement or an opening resulting from the creation of a new position under this Agreement. The Employer recognizes the importance of seniority and desirability of filling vacancies by promotion or transfer. The Employer shall provide fair consideration to unit applicants prior to interviewing outside candidates.

2. Within fifteen (15) working days of a position's becoming vacant, the Employer shall post the vacancy by email consistent with the provisions of this Article and will notify the Guild of the Employer's intentions as to the filling, leaving vacant, abolishment, or reclassification of the vacant position. In the latter event, the Employer shall discuss with the Guild upon request.

3. Posting Process

(a) The vacancy shall be posted by email and filled at the salary and grade level specified in the contract for the position. In the case of a new job classification, the Employer and the Guild shall try to reach agreement on the salary and grade level. If no agreement is reached, the Employer has the right to post the position at the salary and grade level it deems appropriate, and the Guild has the right to grieve and arbitrate the salary and grade level.

(b) The employee shall have fifteen (15) working days from the date of the posting email to apply for the vacancy. The Employer shall not advertise to non-bargaining unit applicants within this fifteen (15) working day posting period without prior agreement with the Guild. However, the Employer shall notify all Solidarity Center staff of any Guild unit vacancy.

4. Posting Details

(a) Postings for vacancies shall be written by the Employer and shall specify the minimum qualifications (e.g., experience, education, and skills). The parties recognize that some positions may require special skills and qualifications. Those skills and qualifications shall be directly linked to the successful performance of the job.

(b) Postings for vacancies in countries in which host country taxes have been paid shall disclose that fact.

5. When qualifications and experience are relatively equal, the senior bidder shall be awarded the position.

6. The Employer shall attempt to interview Guild applicants within three (3) weeks after the close of each posting period. Thereafter, the Employer shall inform the Guild upon request of the status of efforts to fill the posted position.

7. The Employer and the Guild shall cooperate to improve the new employee orientation, in order to reduce anxiety and provide guidelines for behavior and conduct in a foreign country, and to assist the new employee to adjust to their job and working environment.

The Employer provides an orientation to new Employees, which will provide the new employee with a general overview of the rights, responsibilities and benefits of employment with the Solidarity Center. The primary focus of the orientation will be how to successfully implement and manage professional duties, including political, technical and logistical aspects of work and life in the field. The specific content of this orientation shall be discussed in the Labor-Management Committee.

At a later date, at the employee's request, additional training on SC financial/accounting practices and requirements will be provided.

In addition, the Employer shall provide Employees with security training by a qualified security professional. At the Employee's option, security training will be provided upon transfer or re-assignment to a new post.

The Guild shall also have the right to meet the new employee and to provide an overview of the collective bargaining agreement. Where practicable, the Employer shall coordinate with the Guild to arrange for the new employee to visit with the Guild's regional shop steward and/or his/her predecessor in the field in order to facilitate the smoother transition of the new employee to effectively promote the SC mission. Where there are funding constraints this may be done via video conference.

8. The Employer shall assist Employees to obtain work visas for themselves and their family members and shall reimburse Employees for reasonable and necessary expenses relating to these visas. Assistance to family members shall be limited to country of posting assistance and to routine processing of visas, unless additional assistance can be acquired without incurring further costs.

9. During the orientation period prior to a new posting, the employee and supervisor will discuss how to balance programmatic needs during the first month in country, and how to provide reasonable and necessary time to secure the employee's immigration status, housing and household goods and familiarize him or herself with local office policies and operations. If applicable, the employee and supervisor also will discuss language training.

10. The Solidarity Center is committed to promoting diversity in hiring, recruitment and retention. It also recognizes the importance of work-life balance for its employees. The Solidarity Center and the Guild commit to discussing these issues in the Labor-Management Committee.

## ARTICLE 6 – LAYOFF

1. The Employer agrees to provide immediate notification in writing to the Union when there is reason to believe that a reduction in force affecting members of the Union may be necessary as a result of a loss of funding or a reconfiguration of personnel. The Employer further agrees to maintain consultation with the representatives of the Guild regarding negotiations with funding sources that may result in a reduction in force affecting members of the Union. Internal funding allocations shall be considered before closing an office, eliminating or downgrading a Unit position.

2. In the event of a layoff affecting employees within the bargaining unit, except where a program is being discontinued or funding for a particular position ends, the Employer shall make layoffs in the identified field office(s) in the inverse seniority order of the employees in the office(s) provided that the remaining more senior employees have the ability and qualifications required to perform the work.

3. The Employer shall make every effort to assign an employee identified for layoff to an available comparable position, provided the employee has the skills and qualifications necessary to perform the work.

4. Except in the case of a funding rescission, the Employer shall begin the process by consulting with the Guild three (3) weeks in advance of notice to the affected employees. Such consultation shall include providing the Guild with the following:

(a) Identifying the field offices in which reductions will occur.

(b) Identifying the names of those persons who the Employer intends to lay off.

(c) Identifying any comparable positions into which employees targeted for layoff may be assigned. If the parties are unable to agree, employees may be offered the position that the Employer has determined are comparable.

5. The Employer after such consultation shall, except in the case of a funding rescission, provide as much notice as possible, but no less than an additional four (4) weeks' notice to the affected employees, or, at the Employer's option, provide pay in lieu of some or all of the notice.

6. Except as provided in Article 20.5.d, an employee who is unable to perform his or her job duties for security reasons or as the result of actions of a host country government shall be laid off and shall be covered by the severance and recall provisions of this Article. If that occurs, the notice periods in Sections 4 and 5 of this Article shall run concurrently.

7. Severance

(a) The Employer shall provide an employee who actually is laid off with severance pay of one and one-half (1 ½) weeks' pay per year for the first seven years of service or major fraction thereof, and one (1) week's pay for each year or major fraction thereof for years eight (8) and beyond.

(b) A laid-off employee has the right under COBRA to purchase continuation of health care coverage or equivalent coverage for third party nationals. The Employer shall pay the COBRA premiums for the first three (3) months after the date of layoff. If the employee does not obtain health insurance in the first three (3) months after the date of layoff, the Employer shall pay up to an additional three (3) months of COBRA premiums. If the employee does not obtain health insurance in the first six (6) months after the date of layoff, the Employer shall pay up to an additional three (3) months of COBRA premiums.

8. Recall:

(a) Each laid off employee shall be maintained on a recall list for twenty four (24) months. During that period, the employee shall keep the Employer advised of his/her current contact information including e-mail address and telephone number.

(b) Before posting a vacant position the Employer shall offer the position to the most senior person on the recall list who is in the same classification or higher who has the ability and qualifications necessary to perform the job.

(c) If the employer decides not to offer a vacant position to an employee on the recall list, it will immediately notify the employee and the Guild stating the reasons why the employee is deemed not to have the necessary qualifications.

(d) The recall offer shall be made by e-mail to the last address the employee has provided to the Employer. A copy shall be provided to the Union.

(e) An employee on the recall list can access training monies in accordance with Article 17 (Education) for purposes of qualifying for recall.

(f) Recall rights shall be relinquished if the employee does not accept the comparable position offered within two (2) weeks after receipt of the offer and return to work within two (2) weeks after accepting the position offered, without a reason acceptable to the Employer.

(g) Employees shall be recalled at the rate of pay for the position to which recalled. However, if an employee refuses recall to a position in a classification lower than the position from which the employee was laid off, the employee shall not be removed from the recall list.

(h) If an employee is recalled, he/she shall be credited with any accumulated sick leave at the time of layoff.

9. Time spent on a recall list by a laid off employee shall not constitute a break in service or continuity of seniority. No seniority shall be earned while on layoff.

10. If a laid off employee receives severance pay under section 6 of this Article and is recalled, in the event of a future layoff the employee's seniority date for purposes of calculating severance pay under section 6 shall be the date the employee returns to work upon recall.

## ARTICLE 7 - GRIEVANCE PROCEDURE

1. All grievances arising under the terms of this Agreement shall be handled originally at the level at which they occur. Grievances shall be filed in writing within forty-five days after the occurrence or within forty-five days after the grievant becomes aware of the occurrence or, in the exercise of due diligence, should have become aware of the occurrence. For probationary employees, the forty-five (45) day period specified above shall be extended through the tenth ($10^{th}$) day following the employee's successful completion of the probationary period. Otherwise, they shall not be considered grievances. Grievances shall be handled as set forth below.

2. Step One: There shall be a meeting or telephone conference call, between a Guild steward, the grievant, the Director or designee, and another Employer representative within thirty days of the receipt of the written grievance. The Director or designee shall respond in writing within thirty days of this meeting; failure to do so shall entitle the Guild to take the grievance to the next step. If the grievance is not resolved to the satisfaction of the Guild during this thirty day period, the Guild shall have no more than thirty days following the receipt of the written denial in which to refer the grievance to the next step in the grievance procedure by written notice to the Executive Director or designee.

3. When, in the judgment of the immediate supervisor or designee, the grievance relates to an organization-wide rather than a departmental issue, the immediate supervisor or designee shall refer the matter in writing to the Executive Director or designee within ten (10) days of meeting with the grievant and steward. Simultaneously, the immediate supervisor or designee shall give written notice to the grievant and steward that such referral has been made. That notification shall satisfy the Step One obligation of response. If settlement is not reached at this Step, then a grievance which is appealed in a timely manner shall be handled as set forth below.

4. In the event that the Director in Step One is the Executive Director, Step Two shall serve in lieu of Step One.

5. Step Two: The Guild Unit Chair or designee, the grievant, Guild Representative, the Executive Director or designee, and another Employer representative shall meet or

conference call on any grievance referred to this Step within thirty days of referral. If the grievance is not resolved, the Employer shall respond in writing within forty-five days following this meeting; failure to do so shall affirm on behalf of the Guild without prejudice to the Employer.

6. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, not satisfactorily settled within thirty days of its submission to Step Two may be submitted to final and binding arbitration by either party within seventy-five (75) days of the submission to Step Two. The parties shall mutually agree to name no more than three (3) professional arbitrators to serve as the arbitration panel under this Agreement. Any disputes that are submitted to arbitration will be submitted to a member of the panel. To the extent feasible, disputes will be rotated equally among the members of the panel. Either party may remove a member of the panel at any time, except when a grievance is pending before that member; if a member of the panel is removed, the parties shall mutually agree on a replacement. If mutual agreement cannot be reached at any time on the makeup of the panel, then the regular American Arbitration Association rules and procedures for selection of an arbitrator shall apply. The cost of the arbitrator and any meeting room cost shall be borne equally by the parties. Each side shall bear its own travel and other costs.

7. In cases of discharge arbitrations, if the arbitrator reinstates the grievant, the Employer shall reimburse all of the grievant's transportation expenses.

8. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

9. The term "grievant" shall be considered to include any individual staff member, a group of staff members or the Guild.

10. The time limits set forth in this Article may be extended by mutual agreement between the Employer and the Guild.

11. The terms "meeting" and "meet" refer to communication by telephone conference call, or, upon agreement of the parties, to a face-to-face meeting.

## ARTICLE 8 – HOURS

1. The minimum workweek for employees shall be five (5) days and thirty-five (35) hours. The minimum workday shall be seven (7) hours exclusive of a meal break. The workdays and the standard business hours shall be in accordance with the business practices of the host country.

2. Employees shall maintain accurate daily records of the full number of hours worked and the cost centers to which the time is charged. In accordance with Solidarity Center

policies, time sheets must be completed, signed and submitted every two weeks, no later than the Friday following the end of the pay period.

3. It is the policy of the Employer to follow the guidelines set by the applicable local government office with respect to closing, reporting, and departure times in the event of inclement weather.

4. The Employer recognizes the need of all employees to balance work and family obligations, and agrees to make efforts to minimize hardships created by short-notice out-of-town assignments. Assignments will be discussed with the employee as far in advance as possible.

## ARTICLE 9 - CLASSIFICATION AND SALARY SCHEDULE

October 1, 2013

| 1.75% | Min | Two Years | Five Years |
|---|---|---|---|
| Country Program Director | 91,369 | 96,178 | 100,987 |
| Senior Specialist | 83,867 | 88,281 | 92,695 |
| Deputy Country Program Director | 78,037 | 82,144 | 86,251 |
| Field Program Specialist | 68,127 | 71,712 | 75,298 |
| FTAS | 57,475 | 60,500 | 63,525 |

October 1, 2014

| 1.50% | Min | Two Years | Five Years |
|---|---|---|---|
| Country Program Director | 92,740 | 97,621 | 102,502 |
| Senior Specialist | 85,125 | 89,606 | 94,086 |
| Deputy Country Program Director | 79,208 | 83,376 | 87,545 |
| Field Program Specialist | 69,149 | 72,788 | 76,428 |
| FTAS | 58,337 | 61,407 | 64,477 |

October 1, 2015

| 1.25% | Min | Two Years | Five Years |
|---|---|---|---|
| Country Program Director | 93,899 | 98,841 | 103,783 |
| Senior Specialist | 86,190 | 90,726 | 95,262 |
| Deputy Country Program Director | 80,198 | 84,418 | 88,640 |
| Field Program Specialist | 70,013 | 73,698 | 77,383 |
| FTAS | 59,066 | 62,175 | 65,283 |

| | |
|---|---|
| Year-End Differential | One week's pay |
| Danger Pay | Per USDOS regulations |

The employer will make a one-time payment equivalent to 0.5% of salary upon signing.

If a Senior Program Officer (Grade IV) in the OPEIU unit transfers to a Country Program Director position, he/she shall move to Step 2 after one year, provided that he or she has previously worked for at least a year in the Department in which the CPD position is located.

## ARTICLE 10 - VACATIONS

1. Employees shall be entitled to paid vacation leave. Vacation leave shall be made available upon completion of the employee's probationary period and thereafter on each anniversary date. Employees shall accrue vacation on a bi-weekly basis. Annual vacation leave shall be provided according to the following schedule:

| | |
|---|---|
| (a) Up to three (3) years | thirteen (13) working days |
| (b) After three (3) years | twenty (20) working days |
| (c) After seven (7) years | twenty-two (22) working days |
| (d) After fifteen (15) years | twenty-six (26) working days |

Employees hired with five (5) years or more of similar work experience at an equivalent level to the position into which they are being hired shall have a starting annual leave accrual of twenty (20) days a year with the approval of the Department Director.

2. Unused Vacation

(a) Unused vacation leave may be accumulated from year to year, but no more than eight weeks of vacation leave may be carried forward into a new calendar year.

(b) Upon termination of employment, no more than six (6) weeks of accrued but unused vacation leave can be cashed out.

c) Employees terminating with five (5) years or more of service will also receive their full vacation leave for the calendar year in which they terminate, less any vacation leave used.

(d) Scheduling of vacation leave shall be agreed upon by prior mutual consent.

3. Vacation leave cannot be used within thirty (30) work days of an employee's voluntary separation from employment except by mutual agreement.

4. The Employer shall advance an employee up to the amount of vacation that the employee would accrue during the year. If an employee terminates his/her employment with less than five (5) years of service or is discharged prior to accruing the vacation time, the employee shall reimburse the Employer for the unaccrued vacation used.

5. After serving one (1) year at a post and agreeing to serve another one (1) year assignment at that post, employees may take home leave of up to four (4) weeks every

year, and may use any combination of paid home leave, annual leave, compensatory time or leave without pay. Each employee shall be entitled to four (4) days of paid home leave every year. In addition, employees may take a reasonable amount of travel time directly to their home of record up to a maximum of forty-eight (48) hours in each travel direction. This section shall apply to home of record or other location at a cost not to exceed the cost of returning to the home of record. When possible, employees are encouraged to include a stopover in DC for meetings with colleagues and donors.

6. For home leave, round trip airfare that complies with the Travel Policy shall be provided to the employee's home of record, or other location at a cost not to exceed the cost of returning to the home of record, for the employee and authorized accompanying dependents. This provision shall apply to a spouse or domestic partner and authorized dependents whether or not they currently reside with the employee. All costs will be calculated as if the spouse or domestic partner and authorized dependents were resident with the employee.

7. Every other year, an employee may choose to take "reverse home leave" under the following terms:

a. Reverse home leave is limited to immediate family members (spouse/domestic partner, parents, children or siblings);

b. If the employee is eligible for home leave only for himself/herself, one family member may use reverse home leave;

c. For other employees, up to two (2) family members may use reverse home leave

d. Reverse home leave must be requested and approved in the grant budget; and

e. The cost of airfare for family members shall not exceed the cost of airfare for home leave under section 6, above;

f. Solidarity Center Travel Policy must be followed

g. If a donor refuses to allow reverse home leave, the employee will be eligible only for home leave under section 6, above; and

h. This reverse home leave provision is in effect for two (2) years from the effective date of this Agreement. It may be continued beyond that date by mutual agreement.

8. The Employee shall have access to electronic vacation and leave balance with a detailed history of usage, accrual rate and balance.

9. Employees are encouraged to use their accrued vacation.

## ARTICLE 11 - HOLIDAYS

1. The Employer shall allow time off with pay for holidays posted by the U.S. embassy in the host country, except for Memorial Day, U.S. Independence Day, Columbus Day, and Veterans Day.

2. If an employee is unable to take the scheduled holiday he/she may use it within sixty (60) days.

3. Employees shall be given three (3) floating holidays at the beginning of the calendar year for use during that year. In lieu of the four holidays listed in section 1, employees shall be given (4) additional floating holidays.

## ARTICLE 12 - GROUP INSURANCE AND RETIREMENT

1. The Employer agrees that at its expense, all employees, domestic partners as defined by the policy provider and dependents shall be fully covered by group medical, surgical, major medical, dental and eye insurance. Coverage shall be 80/20 in the United States and 90/10 abroad.

2. For permanent employees, domestic partners as defined by the policy and dependents, the annual maximum for dental coverage is $3,000 (80% of $3,750) the maximum lifetime orthodontia benefit is $3,500 per participant, and the vision reimbursement is $300.00 biennially. On the off year the employer will cover up to $150.00

3. Prescription drug plan:

Co-Pay $15
Generic co-pay $5
Mail order generics $5
Mail order brand names $15 for 3 months supply

Employees may purchase a 12-month supply by prearrangement.

4. The Employer shall provide life insurance for those employees covered by this Agreement in an amount equal to twice the employee's annual salary. Employees shall have the option of purchasing supplemental life insurance in $10,000.00 increments up to $500,000.00. In consultation with the Guild, the Employer shall offer group term life insurance to employees, who may elect to pay for it through payroll deduction. Accidental death and dismemberment is based on an amount equal to twice the employee's annual salary.

5. The Employer shall provide long-term disability insurance for those employees covered by this Agreement. The amount of insurance shall be no less than 60% of the employee's monthly earnings not to exceed the maximum monthly benefit of $5,000.00.

6. No changes in the benefits under any such policies shall be made during the life of this Agreement without the express consent of the Guild.

7. 401(k)

a. The Solidarity Center shall maintain a 401(k) Plan to be funded primarily by voluntary employee contributions. Employees shall be eligible to participate immediately and shall be 100% vested at the end of the probationary period. Employees shall be eligible to contribute on a pre-tax basis up to the maximum allowed by law.

b. For each employee who is on the payroll at the end of the year, on the last pay period of the year the Employer will make a 401(k) Plan contribution of fifty dollars ($50) per quarter for each quarter the employee was on the payroll.

8. The Guild shall have two (2) trustees for the 401(k) Plan.

9. The Employer shall provide retirement benefits through the AFL-CIO Staff Retirement Plan. If a Unit employee is not eligible to receive benefits under this Plan, the Solidarity Center and the Guild will discuss in the LMC the possibility of providing alternate benefits.

10. The Employer shall continue to provide an emergency and medical evacuation assistance program (insurance) for medical evacuations, political, and other emergencies for employees and their authorized dependents.

## ARTICLE 13 - SICK LEAVE

1. Employees shall be entitled to thirteen (13) working days of sick leave with pay each year. The full number of sick leave days is available at the beginning of the calendar year for all employees. Employees shall be allowed to use sick leave to care for an immediate family member or domestic partner as defined in Appendix B.

2. Sick leave may be accumulated and carried over from year to year.

3. Any employee claiming to be physically or mentally unable to work for any period greater than ten (10) consecutive working days may be requested by the Employer to supply a certificate from his/her attending physician or dentist that the employee is medically unable to work. The Employer or employee may require an examination by a second doctor. If there is disagreement between the first and second doctors, a third

examination shall be conducted. The cost of the second and third examinations shall be borne by the Employer.

4. Sick Leave Bank

(a) The Solidarity Center shall establish and administer a sick leave bank to provide additional leave for serious personal illness or serious family illness (spouse, domestic partner as defined in Appendix B, parent, child, or a relative living in the employee's household for whom the employee is responsible).

(b) Each January, an employee may donate up to fifteen (15) sick leave days or any amount of vacation leave, on a voluntary basis.

(c) In order to be eligible to receive sick bank leave, an employee must have contributed at least one (1) day to the sick bank in that calendar year.

(d) In order to be eligible to receive sick bank leave, the employee must have no more than fifteen (15) days of accrued leave remaining.

(e) An employee eligible for long-term disability may only receive sick bank leave up to the end of the waiting period for long-term disability.

(f) Subject to availability of leave in the bank and subject to Section 4(e), above, an employee is entitled to receive an unlimited amount of donated leave for a serious personal illness, and up to twenty (20) days of donated sick leave or any amount of donated vacation leave for a serious family illness.

5. If the Employer has a reasonable basis for questioning the physical or mental fitness of an employee to work, the employee may be required to be examined by a doctor chosen by the Employer. The cost of the examination shall be borne by the Employer. If the employee obtains a second doctor's opinion and there is disagreement between the first and second doctors, a third examination shall be conducted. The cost of the third examination shall be borne by the Employer.

6. Where an employee has been absent from work for medical reasons, the Employer may require the employee to provide a medical certification of fitness to return to work. The Employer may require an examination by a second doctor. If there is disagreement between the first and second doctors, a third examination shall be conducted. The cost of the second and third examinations shall be borne by the Employer.

7. Physical inability to work due to pregnancy or childbirth shall be considered to be the same as inability to work due to sickness.

8. Abuse of sick leave shall be subject to progressive discipline.

9. As soon as an employee becomes temporarily or permanently disabled, he/she shall apply for disability benefits. An employee who is receiving disability benefits may use any accrued but unused sick leave or vacation to supplement the disability benefit to bring total payment up to the employee's full regular salary to the extent permitted by the insurance policy. Sick leave bank days shall not be used for this purpose.

## ARTICLE 14 – LEAVES

1. Upon written request with as much advance notice as possible, the Employer may grant employees leaves of absence for good and sufficient cause. Such leaves shall not be considered as service time in the accrual of rights and benefits under this Agreement but shall not cancel previous service in determining total service with the Employer for any reason. If the Employer grants or extends a leave of absence under this Article, it shall notify the Guild in writing. Employees granted a leave of absence by the employer may continue their health insurance at their own expense for the permitted leave period.

2. To the extent required by law, employees inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim their original job, or if that job no longer exists, a comparable job with a salary no less than what they would have received had their service with the Employer been continuous, provided that they apply for reinstatement within ninety (90) days after release from the Armed Services.

3. In the event an employee is elected or appointed to any office or position in The Newspaper Guild or Communications Workers of America or a local of The Newspaper Guild or Communications Workers of America, the Employer will consider a request for a leave of absence. The terms of any leave, including but not limited to return rights, would be subject to negotiation with the Guild for leaves in excess of one (1) month.

4. An employee, on the birth or adoption of his/her child, shall be permitted to take child-rearing leave of up to six (6) weeks with pay and additional parental leave of up to five (5) months without pay. Paid parental leave need not be taken consecutively. Unpaid parental leave normally must be taken consecutively after paid parental leave. The scheduling of such leave will be mutually agreed on by the employee and the Employer in advance.

5. Employees shall be allowed five (5) days compassionate leave with pay and up to one thousand dollars ($1,000) toward travel cost in the event of death in the immediate family, which shall be limited to spouse or domestic partner as defined in Appendix B, children, parents or siblings. Employees shall be allowed three (3) days of compassionate leave with pay for parents-in-law, grandparents (including spouse grandparents), grandchildren, step-parents or any other blood relative living under the same roof as the employee. Employees shall be allowed one (1) day of compassionate leave with pay for sisters/brothers-in-law. Necessary time off for travel purposes as measured by the fastest practical mode of transportation shall be granted upon request of the employee when, in

the Employer's judgment, such additional time is warranted. For the purposes of this section, a domestic partner's relatives shall be treated as spousal equivalents.

6. The employer will provide a minimum of twelve (12) weeks within a one (1) calendar year period of leave without pay, but without loss of seniority or benefits, to care for a spouse or domestic partner as defined in Appendix B, parent, child, or sibling who has a serious health condition. This twelve (12) weeks shall run concurrently with any paid leave the employee takes.

7. It is understood that employees perform duties that often require lengthy and irregular hours and travel, under living and working conditions that may be unusually difficult. In recognition of this, permanent employees shall accrue four (4) personal leave days each calendar year, accrued on a biweekly basis. Personal leave days must be taken in full day increments, and must be used in the calendar year in which earned. Unused personal leave days cannot be cashed out or carried over.

## ARTICLE 15 – TRANSFERS

1. The Employer reserves the right to transfer employees as the conduct of its business requires. The Employer will provide immediate written notice to the Guild and the affected employee whenever a transfer is being seriously considered and will consult with the Guild regarding the impact of such transfer. The Guild will then immediately poll its members within ten (10) calendar days to see which employees, if any, would be interested in being transferred to the post that will become available. Except where a shorter period is necessitated by donors or unforeseen circumstances and is discussed with the Guild, the consultation between the Employer and the Guild will begin no later than two (2) months prior to any anticipated transfer. The Employer will try, especially in cases of field staff with family at post, to begin that consultation earlier. The consultation shall include discussion of the Employer's operational needs and the relative seniority, skills, experience and preferences of the affected employees. The Employer shall take all of these factors into account in making transfer decisions. Such transfers shall not be used as disciplinary measures.

2. Employees shall keep the Employer informed of locations in which the employee wishes to work.

3. Professional and family circumstances shall be considered and discussed with employees prior to deciding to transfer an employee from one field post to another. Employees shall have the right to seek reconsideration and explore other options.

4. No sooner than one (1) month after the notice described in section 1, the Employer shall give the employee written notice of the transfer, with a copy to the Guild. Within twenty (20) working days of the date of the notice, the employee shall inform the Employer in writing of whether he or she accepts the transfer. The Employer may extend the time period for response for up to five (5) additional working days at the employee's request. Failure to respond within the designated time period shall constitute a refusal of the

transfer. If the transfer is refused, the Employer shall notify the employee and the Guild of the employee's separation date.

5. If an employee refuses a transfer, he or she shall be laid off, receive severance pay described in Article 6.6(a) (Layoffs) and shall have recall rights for up to twelve (12) months.

6. There shall be no reduction in salary or impairment of contractual benefits as a result of a transfer.

7. The Employer will cover the costs of the transfer in accordance with its administrative policies and the terms of this Agreement.

8. Transferred employees will be eligible for temporary lodging and per diem for a period of no more than thirty (30) days prior to the effective date of transfer from the departing post and for no more than thirty (30) days after arriving at the new post. The latter period may be extended upon mutual agreement, as necessary, with reduced per diem and temporary lodging expenses in accordance with government regulation SR-590. Employees are expected to find housing as quickly as possible.

9. An employee with at least twenty (20) years of service may refuse a transfer if the employee provides the Employer with an irrevocable letter of resignation effective two (2) years from the date the Employer notifies the employee of the transfer. The right to remain in the post for two (2) years is contingent on the continuation of the post or program. If the post or program is eliminated, the other provisions of this Agreement applicable to elimination of a post or program apply.

10. Normally a field assignment is for at least three (3) years but not more than six (6) years.

11. An employee is entitled to bid on vacant positions in accordance with Article 5 (Filling of Vacancies). However, the employer reserves the right to deny a transfer bid by an employee who has been in his or her post for less than three (3) years unless the post or program is being eliminated. For the posts for which a State Department employee is eligible for danger pay allowance this time period will be two (2) years.

12. No bargaining unit employee shall be required to consecutively serve for more than (2) years in a post for which a State Department employee is eligible for danger pay allowance. If the employee has served for two (2) years in a designated danger pay country and that country is reclassified as a non-danger pay country, the employee shall have the right to bid on other Unit positions.

13. Bargaining unit staff may be transferred to a rotational position in Washington for a period of up to two (2) years. A rotational assignment will provide the employee with an opportunity to acquire new skills, work cross-regionally, and build stronger relationships with headquarters staff, staff from the AFL-CIO and its affiliated unions, allied

organizations and constituency groups, donor organizations, and other stakeholders. Unit staff transferred to the Washington rotational position will be in the OPEIU Local 2 bargaining unit while in the rotational position. Such transfers shall not be used as disciplinary measures.

14. The parties agree that a field vacancy for which there are no Guild bidders may be used for the purpose of providing staff development and hands-on field experience for OPEIU bargaining unit members. Such positions can be of duration of up to two (2) years. That employee shall be in the Guild bargaining unit while in this position. This section will not be used where it would deny the promotion or cause the layoff of a Guild bargaining unit member.

## ARTICLE 16 – MISCELLANEOUS

1. Bylines and Acknowledgements– Upon request and where practicable, an employee shall be given a byline on original work produced for the Solidarity Center and acknowledgement for substantive contributions to other work. Where a byline or acknowledgement is given, the employee shall be able to identify such work outside of the organization for the practice of his/her craft. Such work shall, like all other work for hire produced for the Solidarity Center, belong to the Solidarity Center. An employee's byline or an acknowledgement shall not be used over the employee's protest on any written material.

2. Outside Activities - Employees shall be free to engage in the practice of their craft or profession outside of normal working hours provided that such outside work does not conflict with the established policies of the Employer. No employee shall seek or accept any fee or honorarium from another party for work performed in his or her capacity as a representative of the Employer.

3. Troubled Employee - The Employer and the Guild jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interest of the employees, Employer and the Guild that these illnesses be treated and controlled under the existing collective bargaining contractual relationship. Our objective is to help, not harm, and is for the rehabilitation and not the elimination of the employee. Any employee who seeks treatment for any of the above illnesses shall be entitled to all of the rights and benefits provided to other employees under this Agreement, but no additional rights. The Labor-Management Committee shall discuss support measures for field employees.

4. A Labor-Management Committee will be established. The Employer and the Guild may choose up to two (2) representatives to serve on the committee. Other arrangements may be made by mutual agreement. The committee will meet quarterly with at least one (1) face-to-face meeting per year of up to two (2) days if necessary; the other meetings may be conducted by conference call. By mutual agreement, LMC meetings may be held jointly with the OPEIU bargaining unit. The Labor-Management Committee will seek to identify and resolve issues of mutual concern to the Employer and the Guild, including

health and safety, as well as employees the latter represents. The Labor-Management Committee further will be used to facilitate attaining the goals of the Solidarity Center, and enable employees to be more effective and productive in accomplishing the Solidarity Center's mission. The committee may take up non-grievance issues that affect the relations of an employee and the Employer, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement. All costs shall be borne by the Employer, but efforts will be made to minimize expenses.

5. The Employer and the Guild shall jointly develop an evaluation process.

6. If the Guild decides to hold a Solidarity Center Guild Unit retreat on a weekend day preceding or following the Solidarity Center Staff Conference, the Solidarity Center shall pay the cost of a meeting room and one (1) day's lodging and per diem for each participating member.

7. An employee may request that the Employer pay the membership dues or association fees relevant to performing assigned Solidarity Center work. This provision excludes payments required under Article 2 (Union Security).

8. Employees may make reasonable personal use of office equipment, including computers, provided the use does not interfere with the employee's performance of his or her job duties. Except for equipment, such as, without limitation, a laptop computer assigned to an employee, office equipment shall not be removed from the Employer's premises without advance consent.

9. Each new employee shall receive an electronic copy of this Agreement and a copy of all statements of the Employer's policies.

10. Bills, tax documents, bank information, other letters, and a reasonable amount of work-related material and publications shall be sent with the field mail at no cost to the employee. When sending personal items other than the above would incur additional costs the Employer will contact the employee to find out if the employee would like to have these items held until the next time someone travels to the employee's assigned country or to have them shipped immediately at employee's expense.

11. The home of record of an employee shall be determined by the employee at the time their employment begins with the Solidarity Center.

12. No employee shall as a result of this Agreement suffer a reduction in any benefit guaranteed to that employee by the Solidarity Center or one of the four (4) former Institutes in writing in an individual letter of employment or individual agreement.

13. At least fifteen (15) days prior to adopting any policy affecting bargaining unit terms and conditions of employment, the Employer shall give the Union the opportunity to review the policy before the Employer disseminates it to the bargaining unit. The Employer agrees to negotiate with the Union over the impact of the policy.

14. When an employee lives in housing owned by the employee and/or his/her spouse/partner, an annual amount of up to 10% of the original purchase price (converted to US dollars at the exchange rate at the time of purchase) shall be paid in lieu of rent, provided, however, that under no circumstances shall this amount exceed the rent that the Solidarity Center otherwise would have paid. This shall be paid in monthly increments. Expenses for heat, light, fuel (including gas and electricity), water, and garbage and trash removal will be paid so long as the total housing allowance (that is, payment for these expenses and payment in lieu of rent) does not exceed the authorized amount. The Solidarity Center will make payments in lieu of rent for six years. In the rare instance in which the Solidarity Center asks an employee to remain in the same post beyond six years, the payments described in this section shall continue.

15. The Solidarity Center and the Guild agree on the need to promote ecologically responsible working behavior and reduce the Solidarity Center's carbon footprint. Both parties agree to strive to reduce flying time by using alternative means of conducting meetings where appropriate. Electronic communication such as videoconferencing may be used where appropriate.

16. The parties agree to work together in the labor-management context to study and improve diversity recruitment and retention especially of women and people of color.

## ARTICLE 17 – EDUCATION

1. When an employee is required by the Employer to take further education, the Employer will pay the cost of, and provide the time for, such education.

2. Subject to the agreement of the Solidarity Center/Guild Joint Education Committee, bargaining unit members may be reimbursed for professional development studies and educational activities related but not limited to International Labor Relations, Trade Union Studies, languages and computer studies. Any reimbursement under this section shall be applied to the maximum amounts set forth in section 3 of this Article.

3. An employee who is pursuing a course of study related to work performed by the Employer, may be reimbursed for the costs of tuition, fees, and textbooks incidental to such course of study up to a maximum of $2,000 per calendar year, with the agreement of the Solidarity Center/Guild Joint Education Committee. The following requirements must be met in order for an employee to be eligible for reimbursement under this provision:

(a) The employee must be a full-time bargaining unit employee and must have completed his or her probationary period, except an employee may seek reimbursement for language courses after one (1) month of service prior to enrollment.

(b) The course of study must be related to an employee's current work assignment or probable future work assignment. In order to ensure that an employee knows before enrolling whether or not the Solidarity Center will reimburse the costs,

certification of relevance to work must be obtained from the Department Director prior to enrollment.

(c) The course of study must be on the employee's own time, unless specifically approved by the Executive Director.

(d) The employee must provide evidence of satisfactory completion of the course with his/her application for reimbursement (a course grade of "C" or higher where the course is graded).

(e) The applicant is not eligible for educational benefits under the G.I. Bill or has not received any type of scholarship or fellowship offered by an educational institution.

(f) The maximum payable to all unit employees in a single year is $10,000.

4. Employees may be granted unpaid time off under Article 14.1 for professional development subject to prior agreement by the Employer.

5. The Solidarity Center may temporarily assign an employee to a labor organization for professional development purposes.

6. Affiliate TDYs and trade union experience:

The parties recognize that it is in the interest of the organizational mission and personnel development to provide opportunities for field staff to perform TDYs or other work with affiliates and labor organizations, especially on grassroots organizing and bargaining campaigns. Parties will actively look for opportunities for field staff to participate in such work. An effort will be made to place any unit member requesting such an opportunity within a year, workload and funding permitting. Notwithstanding any other provision of the Agreement, a headquarters or field employee may fill in on a TDY basis for the period of time the employee is away from post.

## ARTICLE 18 – EXPENSES, TRANSPORTATION, AND ALLOWANCES

1. The present Employer policy concerning the payment of all legitimate business expenses incurred by Solidarity Center employees in the service of the Employer shall apply.

2. Employees using their personal automobiles for a pre-approved business trip will be reimbursed for mileage at the U.S. State Department applicable rate, and for tolls.

3. Per Diem – The maximum amounts charged for lodging, meals and incidental expenses are those specified in the U.S. Department of State Standardized Regulations (DSSR). These rates shall apply unless exceptions have been approved in advance by the Employer.

4. A mobile smart device or equivalent wireless communications device shall be provided to each bargaining unit member.

5. As needed, the Employer shall furnish each bargaining unit member with a major credit card to be used exclusively for Solidarity Center business. Any use of this card for other than Solidarity Center business shall be cause for disciplinary action. The Employer may revoke the right to use a corporate credit card if the employee fails to reconcile and report on expenses charged to the card within thirty (30) days of receipt of the bill by the employee in the field or if charging privileges are abused.

6. All business travel will be in accordance with Solidarity Center Policies. Employees are entitled to keep for personal use any frequent flyer miles earned on business travel and are encouraged to use them for upgrades for business travel.

7. For trips with a total travel time of fourteen (14) hours or longer, employees are permitted either an overnight stay en route or reimbursement for one (1) one-time access to an airline's domestic or international airline business lounge. For trips with a total travel time of twenty-four (24) hours or longer, employees are permitted both.

8. The Employer will reimburse Employees for the airline fees for up to two (2) pieces of checked luggage.

9. Employees shall be provided an allowance sufficient to secure safe and adequate housing, including all utilities and quarterly pest control for disease -bearing pests up, to the maximum allowable as specified by the U.S. Department of State Standardized Regulations Number DSSR 920. Exceptions to these limits may be approved by the Employer for good cause.

10. Employees shall be eligible for shipment of household goods from their home to their original posting, from posting to posting, and for storage. The Employer shall also provide shipment to the home of record at the end of employment. The shipment allowance shall be up to 6,000 pounds for single employees and up to 12,000 pounds for families. The storage allowance shall be 5,000 pounds for each employee. A separate air shipment allowance of 250 pounds gross weight for the employee, 200 pounds gross weight for the employee's first authorized dependent, 150 pounds gross weight for the second authorized dependent, and 100 pounds gross weight for each authorized dependent shall be provided for personal goods. A separate surface shipment allowance of 500 pounds net weight for resource materials shall be provided for every change of post. By mutual agreement, goods may be shipped by air rather than by surface. The provisions of this section also apply to destinations other than the United States provided the shipping or storage costs remain the same or less.

11. For each overseas posting, so long as the total reimbursement does not exceed the shipping allowance described above, an employee may choose to be reimbursed for any combination of:

(a) shipment;

(b) import duties and fees related to processing household goods through Customs in countries of destination; and/or

(c) purchase of household goods.

12. Bargaining unit members with school age children or dependents shall be entitled to paid tuition for grades Kindergarten-equivalent through 12 in accordance with U.S. State Department guidelines.

13. In the event of loss or theft of personal effects, the Employer shall reimburse the employee for replacement of up to two thousand dollars ($2000) upon provision of a police report or other official report (for example from hotel or airport) if the item was stolen. For items with a value of more than five hundred dollars ($500) the employee also must provide a receipt or verification of fair market value. The employee shall make every effort to obtain reimbursement from other available sources, for example, an airline or insurance company.

14. The Solidarity Center shall ensure that the timesheet for employees in danger pay locations enables the employee to report all claimed danger pay. In order to receive danger pay, the employee must report it on the timesheet for the pay period for which danger pay is claimed.

## ARTICLE 19 – GRANTS AND GOVERNMENT REGULATIONS

1. The terms and conditions set forth in this Agreement are subject to the laws, regulations and terms of the grants received by the Employer.

2. In the event insufficient funds are provided in the grants and/or from other sources of revenue for the wages and benefits set forth in this Agreement, the Employer shall discuss with the Guild with regard to the manner in which such a lack of funding will be addressed and will negotiate with the Guild over the impact of the Employer's decisions in response to the insufficient funding.

## ARTICLE 20 - CONSULTANTS, CONTRACT EMPLOYEES AND TDYS

1. It is the intention of the Employer to staff field work with unit staff wherever practicable. Consultants and non-bargaining unit staff shall not be used where, in effect, they would displace a direct-hire, bargaining unit employee.

The Employer will inform the CPD in advance of the dates and purpose of any planned travel by a consultant or Washington staff to a county for which the CPD has responsibility.

2. It is agreed that should any of the jobs described in this Article become long-term direct-hire positions, the Employer shall follow the provisions of Article 5 (Filling of Vacancies).

3. This agreement does not apply to local hires except for section 8 of this Article and Side Letter 1.

4. Consultants

(a) As used in this Article, the term "consultant" means a consultant working at the request of headquarters and performing work normally performed within the Guild's bargaining unit.

(b) The Employer will use consultants only as necessary to provide short-term expertise.

(c) The mission of the Solidarity Center is to support the organization, strengthening, and activities of worker organizations worldwide. Programs with these organizations may include support for their staff, including but not limited to full and part-time employees, contract employees, and consultants, none of whom would be covered by this Agreement.

(d) For any consulting agreement for more than forty-five (45) days of actual work in the field in a one (1) year period, the Guild will be provided copies of and the opportunity to review the scope of work and pertinent financial arrangements of all consulting agreements entered into by headquarters for field work that arguably is work normally performed within the Guild's bargaining unit. The opportunity for review shall be at least one (1) week prior to the implementation of the consultant's contract.

(e) A consultant may perform work normally performed within the Guild's bargaining unit for up to six (6) months in any twelve (12) month period. Any work beyond six (6) months in a twelve (12) month period will be subject to agreement with the Guild. Any dispute regarding the use of such persons, if not resolved informally, shall be resolved in accordance with the provisions specified in Article 7 (Grievance Procedure) of this Agreement.

(f) Employees on the recall list shall be given first consideration for any consultant work, subject to operational, contractual and programmatic considerations.

5. TDYs

(a) A temporary duty assignment (TDY) is defined as a temporary assignment away from a field or headquarters employee's regular duty station for at least forty-five (45) calendar days.

(b) Except where circumstances make immediate action necessary, the Employer shall advise the Guild at least two (2) weeks before assigning a non-unit staff person to a temporary duty assignment (TDY) to perform work normally performed within the Guild's bargaining unit.

(c) The Employer reserves the right to assign non-unit Solidarity Center staff to TDYs of no more than six (6) months in the field, extendable by mutual agreement with the Guild. These persons may carry out the responsibilities of a Country Program Director, assist the Country Program Director as needed, or perform other duties required for effective program development and implementation.

(d) In situations in which an employee is unable to work in a host country due to security reasons, visa limitations, the end of a grant or other reasons beyond the control of the Employer, the employee shall be assigned to a TDY(s) for a period of up to twelve (12) months to perform work normally performed within the Guild's bargaining unit, if funding allows.

6. Union Resource Experts

When staff of the AFL-CIO and its affiliated unions, allied organizations and constituency groups perform work at the request of headquarters that would normally be performed within the Guild bargaining unit, such work will not be of a duration longer than one (1) month without mutual agreement between the Solidarity Center and the Guild. The Guild will be advised in advance of any such project.

7. Seconded Staff

(a) Seconded staff are staff performing bargaining unit work under the direct supervision of the Employer but who remain on the primary organization's payroll and benefit plans and governed by that organization's leave policies.

(b) The Solidarity Center and the AFL-CIO, its affiliated unions, allied organizations, and constituency groups may agree to second staff to the Solidarity Center when such an arrangement benefits both organizations.

(c) Except as specified in section 7.a, above, seconded staff shall be subject to the same policies, regulations, and grant terms as other direct hire staff, and to all terms and conditions of this Agreement.

(d) The Employer shall inform the Guild as early as possible, and no less than two (2) weeks in advance, of the seconded arrangement.

8. Contract Employees

(a) Contract employees are staff hired in the U.S. for a predetermined period of six (6) months to eighteen (18) months.

(b) Contract employees shall be covered by this Agreement and shall be treated as direct-hire staff with a fixed term of employment.

(c) Contract employees are not covered by Article 6 (Layoff). However, they shall have recall rights equal to the duration of all their employment under this Article.

(d) Transportation costs and allowances related to dependents may not be provided for contract employees. However, the Employer will provide such costs and allowances to the extent provided for in the grant agreement.

(e) The only section of Article 14 (Leave) that applies to contract employees who have not completed one (1) year of employment is section 5 except as otherwise required by law.

(f) If a contract employee becomes a regular (non-contract) employee they shall be given seniority credit for bidding purposes only for all accumulated time in employment under this Article.

(g) There shall be no more than three (3) contract employees simultaneously at any given time during the term of this Agreement, except as otherwise mutually agreed.

(h) Use of such employees is subject to prior consultation with the Guild.

(I) For any contract employee the Guild will be provided copies of and the opportunity to review all contracts and agreements entered into by headquarters under this section.

(j) Employees on the recall list shall be hired for any available contract employee position, in accordance with Article 5 and subject to operational, contractual and programmatic considerations.

9. Local Hires.

(a) It is the Solidarity Center's intent that on-going program work done in a country without a CPD position will be overseen by a CPD in another country. The Solidarity Center will consult with the Guild prior to assigning responsibility for a new country to a CPD.

(b) When a CPD position is vacant, the Solidarity Center may use local hires to perform some CPD functions. Such use will be limited to the following circumstances:

(1) Temporary coverage for up to six (6) months until a CPD is hired.

(2) To close out an office, for up to one (1) year.

(3) If a bargaining unit position becomes vacant in the last year of a grant, the Solidarity Center may use a local hire to fill the position for the remainder of the grant.

(c) Local hires who temporarily perform CPD functions shall be compensated with an additional fifteen percent (15%) increase above their normal salaries during the period of such service.

(d) In exceptional cases, the performance of such duties by local hires may be extended by written agreement with the Guild.

## ARTICLE 21 - NO DISCRIMINATION

The Solidarity Center and the Guild agree that the provisions of this Agreement shall be applied without discrimination on the basis of age, sex, race, creed, color, sexual orientation or preference, national origin, religion, gender identity, union activity, or disability.

## ARTICLE 22 - RESPECT AND DIGNITY

1. The parties acknowledge the following fundamental understandings:

(a) The Employer and the Guild agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of the Solidarity Center, and to meet the highest standards in such service.

(b) The Employer and the Guild agree that it is their mutual aim to act at all times in such a manner as to treat all employees of the Solidarity Center with respect and dignity and to establish and maintain an inclusive working environment for all employees.

(c) The Employer agrees to work closely with the Guild, through the Guild unit officers, shop stewards, the Labor-Management Committee, and any other committee to explore all reasonable means to help employees improve their performance and to enjoy success on the job.

2. It is the intent of the parties, as is reasonably practical, to include employees in discussion of organizational and departmental work plans and goals.

3. Each employee's work assignments or directives shall be consistent with the intent of the preceding statements.

4. The parties agree that any violation of this article shall be dealt with through the labor-management committee. Failing a mutually acceptable resolution in the Labor-Management committee, the Union may submit the dispute to Step 2 of the grievance procedure. The grievance shall not be subject to the arbitration provisions of this Agreement.

## ARTICLE 23 – PROGRAMS IMPLEMENTED IN THE FIELD

Solidarity Center Washington staff will coordinate with Country Program Directors in developing and implementing programs in the countries for which they are responsible.

## ARTICLE 24 – FIELD TECHNICAL ASSISTANCE SPECIALIST (FTAS)

1. All employees serving in the FTAS titles shall be entitled to daily meals & incidental expenses allowances (M&IE). The daily M&IE rates shall be in accordance with the following US Government Regulations and Sections: Department of State Standardized Regulations - DSSR Section 920 Temporary Quarters Subsistence Allowances.

The daily M&IE rates shall be determined based on the actual location of the FTAS. In the event the location of the FTAS assignment is not explicitly listed on the US State Department daily M&IE rates schedule, the M&IE rates for "Other" in the country of assignment shall apply.

The parties agree that the daily M&IE rates as described above shall apply for every day of the FTAS assignment. Such daily M&IE rates and entitlements shall not be modified or reduced in any way should the accommodation of the FTAS have a kitchen facility or if the FTAS accommodation is secured free of charge.

2. All FTAS employees shall be entitled to appropriate, safe, and hygienic housing. All housing or accommodation expenses of the FTAS shall be paid and / or reimbursed fully by the Solidarity Center. Free of charge housing or accommodation secured by the Solidarity Center shall be fully at the option of the FTAS I and FTAS II and there shall be no recriminations should an FTAS I or FTAS II reject a free accommodation option.

Free of charge housing or accommodation secured by the Solidarity Center shall be fully at the option of the FTAS and there shall be no recriminations should an FTAS reject a free accommodation option.

3. If the expected duration of the assignment is for six (6) months or more, the FTAS shall be provided the opportunity to take and shall be reimbursed for language lessons for the language of their country or region of assignment in accordance with Article 18 (Education) or as otherwise provided by the applicable grant.

4. The Solidarity Center shall keep the Guild informed, in writing, of each FTAS assignment. This information shall include: the FTAS assigned, the location(s) of the assignment, a general description of the assignment, and the expected duration of the assignment.

5. An FTAS shall not be requested nor required by the Solidarity Center to perform representation work, managing political relationships, with partners, the grant-seeking process, or overall direction of the office normally performed by a Country Program Director or Deputy Country Program Director. This section does not preclude the Solidarity Center, following agreement with the Guild, from asking an FTAS to temporarily assume a higher position.

6. FTAS employees shall be entitled to up to 250 pounds of air freight between assignments.

## ARTICLE 25 - GUILD REPRESENTATION ON SC BOARD OF TRUSTEES

1. The parties recognize that at a time of rapid change in the global and U.S. labor movements, the Solidarity Center must have the capacity to adapt its operations. As part of this process, the Solidarity Center Board of Trustees has discussed various proposals to make the Board more effective by broadening representation of diverse constituencies.

2. Given the key role played by the Solidarity Center's field staff, the Guild shall have one (1) observer at the Board of Trustees meetings. Where possible, the Solidarity Center will schedule a Labor-Management Committee meeting adjacent to a Board of Trustees meeting.

3. The Employer will cover up to $1,500 to cover the costs of transportation and lodging of a Union representative to observe the annual meeting of the Solidarity Center Board of Trustees if a Labor-Management meeting cannot be scheduled concurrently.

## ARTICLE 26 - HOST COUNTRY INCOME TAXES

1. The Solidarity Center will investigate the issues related to host country income tax liability. This may include, but not be restricted to, consultation with a tax expert in the host country.

2. If an overseas government asserts that employees are obligated to pay income tax in the host country, the Solidarity Center will provide all necessary support to seek exclusions from, or limitations to that tax liability, including reasonable and necessary fees of local attorneys and accountants. The employee is responsible for helping to gather necessary information to assist the Solidarity Center in this process.

3. If any unit employee pays host country income taxes, the Solidarity Center will reimburse employees dollar for dollar for host country income taxes paid up to $57,500 per year. The Solidarity Center will process reimbursement within thirty (30) days of receipt of an employee's tax reimbursement claim by the Guild. Claims for reimbursement will be processed in the order received. The Solidarity Center will not be responsible for employee liabilities for host country income taxes that exceed $57,500 per calendar year for all unit employees taken together.

4. The Solidarity Center reserves the right to make operational decisions to reduce or avoid the incurring of tax liabilities.

## ARTICLE 27 - PRIVACY AND ELECTRONIC SYSTEMS

1. In this Agreement, "communications" refers to all voice and electronic communications, including telephone, voice mail, facsimile, Internet, electronic mail, instant messenger, electronic files, and related communications. "Communications equipment" refers to the equipment used to send communications, including telephones, telephone and cable lines, fax machines, computers, modems, routers, and servers.

2. Field staff are permitted reasonable personal use of Solidarity Center communications equipment.

3. Communications equipment is part of the employee's work area. There shall be no secret surveillance of employees' work areas or use of communications systems. Surveillance does not include the Solidarity Center's accessing work areas or use of communications systems when based on reasonable belief that there may be misuse, the need to retrieve information, for IT needs, or to comply with legal obligations. In the event the Solidarity Center intends to institute a monitoring program, it will notify the Guild in advance.

4. The Guild shall have the right to use Solidarity Center communications systems and equipment to communicate with and among its members.

## ARTICLE 28 - DURATION AND RENEWAL

1. This Agreement will take effect as of September 26, 2013, and remain in effect until September 25, 2016. Within ninety (90) days prior to the expiration date of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement to take effect September 26, 2016.

2. For these negotiations, the Employer will pay the lost time, travel and expenses of up to four (4) Negotiating Committee members designated by the Guild, with no more than one (1) member from any department.

3. The terms and conditions of this Agreement shall remain in effect during such negotiations. If negotiations do not result in a new Agreement before September 26, 2016, the new Agreement shall be made retroactive to September 26, 2016, but in no event shall the new Agreement be retroactive for a period of more than sixty (60) days except by mutual consent.

For the Employer

Date 2/11/14

For the Guild

Date 2-11-14

**APPENDIX A**

Political Activities

The Office of Management and Budget Circular A-133 provides that, "Federal Funds cannot be used for partisan purposes of any kind by any person or organization involved in the administration of federally assisted programs." [Hatch Act of 1940 (5 U.S.C. 4701), as amended by Title VI of Civil Service Reform Act of 1978 (Public Law 95-454 Section 602)]. Solidarity Center employees are subject to this regulation.

The use of Solidarity Center facilities, including telephones, fax machines, and e-mail, or other equipment or property for partisan political or electoral activity is strictly forbidden. The use of Solidarity Center facilities by Solidarity Center employees or any other individual or group of individuals to solicit funds for or encourage people to vote for or otherwise support in any way the Democratic or Republican Party candidate or any individual candidate or group of political candidates is prohibited.

**APPENDIX B**

Domestic Partner

A Domestic Partner may be of the same or opposite sex as the employee and must have been in a mutually exclusive relationship with the employee for a minimum of one (1) year.

**SIDE LETTER # 1**

Patricio Contreras is a host country national serving as a Field Representative, with over 30 years of service. Per agreement with the Guild, he may continue to serve in that position until retirement, or until his office is closed. In recognition of his many years of loyal service to the American Labor Movement, the Solidarity Center affirms its intention to provide reasonable retirement benefits for this employee, taking into consideration payments made to him by AIFLD.